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CALIFORNIA HOUSING FINANCE AGENCY)
Office of the General Counsel)
P.O. Box 4034)
Sacramento, California 95812)

(space above this line for Recorder's use)

CALIFORNIA HOUSING FINANCE AGENCY

**SNHP DEED OF TRUST
WITH ASSIGNMENT OF RENTS, SECURITY
AGREEMENT AND FIXTURE FILING
CalHFA DEVELOPMENT NO. _____**

This Deed of Trust (the “*SNHP Deed of Trust*”) is made on _____, 201_, for informational purposes, by _____, a California _____ (the “*Borrower*”), whose business address is _____, California to _____ Title Company, as trustee (the “*Trustee*”), whose business address is _____, California for the benefit of the California Housing Finance Agency, a public instrumentality and political subdivision of the State of California (the “*Agency*”), whose principal office is at 500 Capitol Mall, Suite 1400, Sacramento, California 95814, and is made pursuant to the Local Government Special Needs Housing Program (“*SNHP*”).

1. BORROWER HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, with power of sale and right of entry and possession, all of

SNHP.Deed.of.Trust.

Project Name and Number

12/22/2016.OGC/JBS/jad-#HFAG-430-5702

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Borrower's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property located in the County of _____, State of California, commonly known as _____ Apartments, and described in **Exhibit A** (attached) which is incorporated herein by this reference; (b) subject to the rights and powers of the Agency under Section 5.9 of this SNHP Deed of Trust, the rents, issues, profits, royalties, income and other benefits derived from use or occupancy of the Property (defined below); (c) all appurtenances, easements, rights of way and rights now owned or hereafter acquired by Borrower as they relate to the Property; (d) all rights title and interest of Borrower now owned or hereinafter acquired, in and to any land lying within the right of way of any street, open or proposed, adjoining all or any portion of the land on which the Property is located, and any and all sidewalks, alleys and strips of land adjacent to or used in connection with the Property; and (e) all buildings, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter affixed to, placed upon or used in connection with such real property and owned by Borrower or in which Borrower has an interest, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property (all of which real and personal property are sometimes referred to as the "**Property**"); all of which are hereby pledged and assigned, transferred, and set over unto Trustee, and for purposes of this SNHP Deed of Trust declared to be part of the realty; provided, however, that furniture and other personal property of tenants of dwelling units in the buildings now or hereafter situated on said real property are not intended to be included within this SNHP Deed of Trust except to the extent of Borrower's interest therein.

2. BORROWER HEREBY ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY ASSIGNS to the Agency all rents, royalties, issues, accounts and profits of or relating to the Property and all of Borrower's interest under all leases, subleases, rental agreements and other contracts and occupancy agreements relating to construction, use and possession for the purposes and upon the terms and conditions hereinafter set forth. This assignment is absolute, primary and direct and is not intended to be a separate or secondary pledge, or other form of additional security, and no further act or step is or shall be required of the Agency to perfect this assignment. Notwithstanding the foregoing, the Agency confers upon Borrower a license to collect and retain the rents, issues and profits of the Property as they become due and payable until an Event of Default (defined below in Section 5.7), upon the occurrence of which said license shall be automatically revoked. This assignment shall not impose upon the Agency any duty to cause the Property to produce rents nor shall the Agency be deemed to be a mortgagee in possession by reason thereof for any purpose.

3. THE ABOVE GRANT, TRANSFER, AND ASSIGNMENTS ARE FOR THE PURPOSE OF SECURING:

(a) Payment of the indebtedness evidenced by that certain promissory note titled "California Housing Finance Agency, SNHP Promissory Note, CalHFA Development No. _____" (the "**SNHP Promissory Note**") of Borrower in the face amount of _____ and No/100 Dollars (\$_____.00), together with interest on such indebtedness according to the terms of the SNHP Promissory Note, and any

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or all amendments, modifications, extensions or renewals of the SNHP Promissory Note and the indebtedness and all other sums becoming due and payable to the Agency, or Trustee, pursuant to the terms of this SNHP Deed of Trust.

(b) Payment of such additional indebtedness, when evidenced by a promissory note or notes reciting the same to be secured by this SNHP Deed of Trust, together with interest, as the Agency at its sole discretion may advance to Borrower, or its successor in interest, from time to time and payment or performance of such other obligations as the then record owner of the Property may agree to pay or perform when evidenced by a promissory note or other instrument or agreement reciting that it is secured hereby.

(c) Performance and observance of all of the terms, covenants and conditions to be performed or observed by Borrower under this SNHP Deed of Trust or the SNHP Promissory Note, that certain document entitled “California Housing Finance Agency, SNHP Regulatory Agreement, CalHFA Development No. _____” executed between the Borrower and the Agency and imposed upon the Property as defined below (the “***SNHP Regulatory Agreement***”); and all other loan documents as such term is defined in the SNHP Regulatory Agreement (all of which are referred to collectively herein as either the “***SNHP Loan Documents***” or “***Secured Obligations***”).

(d) Payment of all other obligations owed by Borrower to Agency that by their terms recite that they are secured by this SNHP Deed of Trust, including those incurred as primary obligor or as guarantor.

4. TO PROTECT THE SECURITY OF THIS SNHP DEED OF TRUST, BORROWER AGREES:

4.1 Maintenance of the Property.

(a) To keep the Property in a decent, safe, sanitary, rentable and tenantable condition and repair and permit no waste thereof;

(b) Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable;

(c) Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated in the Agency’s approval of the SNHP Loan or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property;

(d) To repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this SNHP Deed of Trust;

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(e) To comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property;

(f) Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Agency's prior written consent; and

(g) Not to materially alter the use of all or any part of the Property without the prior written consent of the Agency.

4.2 Insurance.

(a) To keep the Property insured, with loss payable to the Agency, against loss or damage by fire and such other hazards, casualties and contingencies and by such companies, on such forms and in such amounts as the Agency may from time to time require, and upon request to deliver the original of all such policies to the Agency, together with receipts satisfactory to the Agency evidencing payment of the premiums. Specific insurance requirements may be found at <http://www.calhfa.ca.gov/multifamily/SNHP>. In addition, all such policies shall provide that the Agency shall be given thirty (30) days advance written notice of the cancellation, expiration or termination of any such policy or any material change in the coverage afforded by it. Renewal policies and any replacement policies, together with premium receipts satisfactory to the Agency, shall be delivered to the Agency at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the Agency shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses. THE AGENCY HEREBY DISCLOSES TO BORROWER IN WRITING THAT UNDER SECTION 2955.5 OF THE CALIFORNIA CIVIL CODE:

“No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.”

(b) Effective on the occurrence of any Event of Default, all of Borrower's right, title and interest in all policies of property insurance and any unearned premiums paid are assigned to the Agency, who may assign them to any purchaser of the Property at any foreclosure.

4.3 Payment of Taxes and Utility Charges. To pay, at least ten (10) days prior to delinquency, all taxes and assessments, both general and special, fines, penalties, levies and charges of every type or nature levied upon or assessed against any part of the Property or upon Trustee's or the Agency's interest in the Property. The Borrower shall have the right to contest in

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good faith any such amounts but in no event shall Borrower allow penalties or such other charges accrue because of late payments.

4.4 Payment and Discharge of Liens. Borrower shall pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof and shall not at any time create or allow to exist any lien on the Property or any part thereof of any kind or nature other than this SNHP Deed of Trust; provided, however, that the following are excepted from this prohibition: (a) liens for taxes and assessments which are not delinquent although by law are given the status of a lien; (b) such of the above claims as are, and only during the time they are being contested by Borrower in good faith and by appropriate legal proceedings; and (c) those matters affecting title which appeared in the title insurance policy or binder delivered to the Agency at the time of recording of this SNHP Deed of Trust or which have at any time been consented to in writing by the Agency. Borrower shall post security for the payment of these contested claims as may be requested by the Agency.

4.5 Rights of Agency to Remedy Defaults. If Borrower defaults in payment of any tax, assessment, lien, encumbrance, claim, insurance premium, or any other proper charge, in whole or in part, or defaults in the performance of any of the Secured Obligations, the Agency at any time and from time to time, with or without notice to or demand upon Borrower, may make such payments or perform any such acts required of Borrower, to such extent and in any form or manner deemed expedient by the Agency, and pay any other sums, expenses and charges, including attorney fees, necessary to protect the Property and the lien of this SNHP Deed of Trust, without incurring any obligation so to do or releasing Borrower from any obligations and without waiving or curing any default. The Agency shall be the sole judge of the validity, priority, and amount of any such tax, assessment, lien, premium, claim or charge so paid by it, and the necessity for the performance by the Agency of any such obligation which Borrower was required but failed to perform. The Agency, at its option, shall be subrogated to any tax, assessment, lien, premium, claim or charge which it has paid under these provisions and any such subrogation rights shall be additional and cumulative security to those set forth in the Secured Obligations. In the event that the Property is or becomes encumbered by liens or deed(s) of trust other than this SNHP Deed of Trust, then a default under such other lien or deed(s) of trust shall constitute a default under this SNHP Deed of Trust.

4.6 Repayment to the Agency. Upon the Agency's payment of any tax, assessment, lien, encumbrance, claim, insurance premium or other charge which Borrower fails to pay, or upon the Agency's performance of any obligation which Borrower fails to perform, all as set forth in paragraph 4.5 above, the amount so paid or the cost of performing any such obligation, together with other sums paid or incurred by the Agency, including charges, expenses and attorney fees relating to or growing out of such default, with interest thereon from date of payment at the rate of the lesser of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum, shall be paid by Borrower to the Agency upon written demand. For the purposes of this paragraph 4.6, the term “. . . charges, expenses and attorney fees relating to or growing out of such default . . .” shall include but not necessarily be limited to the cost of obtaining, after the filing of a notice of default but prior to the foreclosure sale, a “Phase I”

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environmental site assessment of the Property by a qualified environmental professional and, if warranted in the opinion of such professional, a “Phase II” assessment. The aggregate of all such amounts, including interest, shall be secured by the lien of this SNHP Deed of Trust.

4.7 Defense of Actions and Payment of Costs. Borrower shall appear in and defend all actions and proceedings purporting to affect the Property or any right or power of the Agency or Trustee hereunder, provided that the Agency and Trustee, or either of them, may appear in and defend any such action or proceeding and the Agency is authorized to pay, purchase or compromise on behalf of Borrower any lien or claim which in its judgment appears to or purports to affect the security of or to be superior to this SNHP Deed of Trust. Borrower shall pay on demand all sums so expended and all charges, expenses and attorney fees incurred, with interest from the date of expenditure at the lesser amount of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum. Borrower shall give the Agency prompt written notice in writing of: (i) the assertion of any claim; (ii) the filing of an action or proceeding; (iii) the occurrence of any damage to any of the Property; (iv) any condemnation; and (v) any other material nonmonetary default.

5. IT IS MUTUALLY AGREED THAT:

5.1 Awards and Damages. Subject to the rights of senior lienholders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of: (a) taking of all or any part of, or any interest in the Property by or under assertion of the power of eminent domain; (b) any damage to or destruction of the Property, or any part thereof by insured casualty; and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Agency. The Agency is authorized and empowered (but not required) to collect and receive any such sums, and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Agency shall determine at its option. The Agency shall be entitled to settle and adjust all claims under insurance policies provided under this SNHP Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Agency may be released to Borrower upon such conditions as the Agency may impose for its disposition. Application of all or any part of the amounts collected and received by the Agency or the release thereof shall not cure or waive any default under this SNHP Deed of Trust.

5.2 Sales and Encumbrances Prohibited. Except as provided in the SNHP Regulatory Agreement, Borrower shall not make any sale, assignment or conveyance, or transfer in any other form, nor any further pledge, encumbrance or mortgaging, of the Property, or any part thereof or of any of its interest therein, without the prior written consent of the Agency, which consent may be granted or withheld in the sole unfettered discretion of the Agency, and may be conditioned upon the satisfaction of such terms and conditions as the Agency may prescribe.

5.3 Sale or Forbearance. No sale of the Property, forbearances on the part of the Agency or extension of the time for payment of the indebtedness hereby secured shall operate to

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release, discharge, waive, modify, change or affect the liability of Borrower either in whole or in part.

5.4 Late Payment. The Agency's acceptance of late payment of any sum shall not constitute a waiver of its rights to require prompt payment when due of all other indebtedness, or to declare a default for any failure so to pay, or to proceed with foreclosure or sale for any other default then existing. The Agency's acceptance of partial payment of any sum after default shall not cure such default or affect any notice of default unless such notice of default is expressly revoked in writing by the Agency.

5.5 The Agency's Rights to Release. Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice the Agency may, at its sole discretion: (a) release any person now or hereafter liable for payment of any or all such indebtedness; (b) extend the time for or agree to alter the terms of payment of any or all of such indebtedness; and (c) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and Trustee, acting pursuant to the written request of the Agency, may reconvey all or any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any such agreement of extension or subordination.

5.6 Reconveyance. Upon written request of the Agency stating that all sums and obligations secured hereby have been discharged, or otherwise as requested in writing by the Agency, and upon surrender of this SNHP Deed of Trust and the SNHP Promissory Note and any additional loan notes to Trustee for cancellation, and upon payment to Trustee of its fees and expenses, Trustee shall reconvey, without warranty, the Property or that part thereof then held hereunder. The recitals in any reconveyance shall be conclusive proof of their truthfulness and the grantee in any such reconveyance may be described "as the person or persons legally entitled thereto." When the Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all of the rents, royalties, issues, accounts and profits of the Property to the person or persons legally entitled thereto unless such reconveyance expressly provides to the contrary.

5.7 Events of Default. Any one or more of the following events shall constitute a default under this SNHP Deed of Trust, subject to any notice and/or cure period provided for in the SNHP Loan Documents: (a) failure of the Borrower to pay the indebtedness secured hereby or any installment thereof, whether principal, interest or otherwise, when and as the same become due and payable, whether at maturity or by acceleration or otherwise; or (b) failure of Borrower to observe or to perform any covenant, condition or agreement to be observed or performed by Borrower pursuant to the Secured Obligations; or (c) any representation or warranty made by the Borrower proves to be false or misleading in any material respect; or (d) bankruptcy or insolvency of Borrower or any guarantor of the Borrower for the Secured

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Obligations; or (e) the occurrence of any event which, under the terms of the Secured Obligations, shall entitle the Agency to exercise the rights or remedies thereunder.

Notwithstanding anything to the contrary herein, if Borrower's Tax Credit Investor limited partner offers to cure a Default by Borrower under the SNHP Loan Documents, including this SNHP Deed of Trust, the Agency may accept such offer, in the Agency's sole and absolute discretion, but shall have no obligation to do so.

5.8 Acceleration and Sale.

(a) Acceleration. In the event of any default as set forth in paragraph 5.7 above, the Agency, without demand on Borrower, may declare all sums hereby secured immediately due and payable by notice thereof to Borrower or by executing and recording or by causing the Trustee to execute and record a notice of default and election to cause the Property, and any personal property secured hereby, either separately or together, to be sold to satisfy the obligations secured hereby or by the commencement of an appropriate action to foreclose this SNHP Deed of Trust or by any other appropriate manner;

(b) Sale. After delivery to Trustee of a notice of default and demand for sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Borrower, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Borrower, Trustee or the Agency, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied.

The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee, and after deducting all costs, expenses and fees of Trustee and of this SNHP Deed of Trust, Trustee shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the SNHP Promissory Note or otherwise, or representing advances made or costs or expenses paid or incurred by the Agency under this SNHP Deed of Trust, or the Secured Obligations or any other instrument evidencing or securing any indebtedness hereby secured and to the payment of all other sums then secured hereby, including interest as provided in this SNHP Deed of Trust, the Secured Obligations or any other such instrument, in such order as the Agency shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

5.9 Entry Possession and Receivership. In the event of any default hereunder and irrespective of whether the Agency accelerates the maturity of all indebtedness secured hereby or files a notice of default hereunder, the Agency at any time, without notice of demand or regard to

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the adequacy of any security for the indebtedness and obligations hereby secured, in person, or by any agent or employee, or by receiver appointed by court, may enter upon and take the possession of the Property or any part thereof and Borrower agrees to surrender such possession to the Agency, and perform any acts, including the right to rent, lease, operate and maintain any part of all of the Property, which the Agency deems necessary or proper to conserve the Property, and may sue for or otherwise collect and receive all rents, royalties, issues, accounts and profits thereof, including those past due as well as those accruing thereafter. Borrower hereby presently assigns to the Agency, absolutely and regardless of possession of the Property, all rents and other monies now due or hereafter to become due under any lease or agreement or otherwise for the use or occupation of all or any part of the Property, now existing or hereafter made, reserving to Borrower only the right, prior to any such default, to collect and retain such rents as they become due, but not otherwise. Borrower shall on demand execute such further assignments to the Agency of any or all such leases, agreements, rents or monies as the Agency may require, and deliver to the Agency a fully executed original of any or all such leases or agreements. The Agency, in person, or by any agent, employee or receiver, may also take possession of, and for these purposes use, any and all of Borrower's personal property contained in or on the Property and used by Borrower in the operation, rental or leasing thereof or any part thereof. The expenses (including, but not limited to, receiver's fees, attorney fees and agent's compensation) incurred by the Agency pursuant to the power herein contained shall be secured hereby. The Agency may bring or defend any legal action in connection with the Property, as it may deem proper, and may, from time to time, make all necessary or proper repairs, replacements and alterations to the Property, as to it may seem judicious, and may insure and reinsure the same, and may lease the Property or any part or parts thereof in such parcels and for such periods and on such terms as to it may seem fit, including leases for terms expiring after the maturity of the indebtedness hereby secured, and may terminate and lease for any cause which would entitle Borrower to terminate it. After deducting the expenses of managing and operating the same and all maintenance, repairs, replacements and alterations and all payments which may be made for taxes, assessments, liens, claims, insurance premiums, or other proper charges of the Property or any part thereof, including fair and reasonable compensation for attorneys and for agents employed by the Agency to manage and operate the Property, the Agency may apply any and all remaining funds to the payment of the indebtedness hereby secured in such order and proportion as the Agency may determine. Neither application of said amounts to such indebtedness nor any other action taken by the Agency under this subparagraph shall cure or waive any default hereunder or nullify the effect of any such notice of default or invalidate any act done pursuant to such notice or any cause of action to foreclose this SNHP Deed of Trust. The right to enter and take possession of the Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The Agency shall be liable to account only for such rents, royalties, issues, accounts and profits actually received by it.

5.10 Attorney Fees. If Trustee or the Agency shall be made parties to or shall intervene in any action or proceeding affecting the Property or the title thereto or the interest of Trustee or the Agency under this SNHP Deed of Trust, or if the Agency employs an attorney to

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collect any or all of the indebtedness hereby secured or to foreclose this SNHP Deed of Trust, or authorizes Trustee to conduct trustee's sale proceedings hereunder, then Trustee and the Agency shall be reimbursed by Borrower, immediately and without demand, for all reasonable costs, charges and attorney fees incurred by them or either of them in any such case whether or not suit be commenced, and the same, together with interest thereon from the date of payment at the rate of the lesser of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum, shall be secured hereby as provided in paragraphs 4.5, 4.6, and 4.7.

5.11 Exercise of Remedies; Delay. No exercise of any right or remedy by the Agency or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by the Agency or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

5.12 Trustee Substitution. The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Agency, to be exercised at any time hereafter, without specifying any reason therefor by filing for record in the office where this SNHP Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Agency deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as trustee or as one of the trustees.

5.13 Uniform Commercial Code Security Agreement,
Financing Statement and Fixture Filing.

(a) This SNHP Deed of Trust is a security agreement and financing statement under the Uniform Commercial Code for the benefit of the Agency as secured party for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants the Agency a security interest in said items. This SNHP Deed of Trust is filed as a fixture filing and covers goods which are or are to become fixtures. The address of the Agency (secured party) from which information concerning the security interest may be obtained and the mailing address of Borrower (debtor) are set forth in this SNHP Deed of Trust. The types or items of collateral are described in paragraph 1 of this SNHP Deed of Trust. Borrower agrees that the Agency may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the Property. In addition, Borrower agrees to execute and deliver to the Agency, upon the Agency's request, and further authorizes the Agency to file, with or without Borrower's signature, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as the Agency may require to perfect a security interest with respect to said items. Borrower shall pay all costs of

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filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Agency may reasonably require. Without the prior written consent of the Agency, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto, except as otherwise expressly permitted in the SNHP Loan Documents. Upon an acceleration as provided in paragraph 5.8, the Agency shall have the remedies of a secured party under the Uniform Commercial Code and, at the Agency's option, may also invoke the other remedies provided in this SNHP Deed of Trust and SNHP Loan Documents as to such items. In exercising any of said remedies, the Agency may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of the Agency's rights or remedies under the Uniform Commercial Code or of the other remedies provided in this SNHP Deed of Trust, in the SNHP Loan Documents, or by law.

Borrower agrees that the filing of any financing statement in the records normally having to do with personal property shall not be construed as anywise derogating from or impairing this SNHP Deed of Trust and the intention of the parties hereto that those portions of the Property herein declared part of the real estate are, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether any such item is physically attached to the improvements or any such item is referred to or reflected in any such financing statement so filed at any time.

(b) Similarly, the mention in any such financing statement of (i) compensation for damage to or destruction of the Property by insured casualty, or (ii) any judgment, award, or other compensation for a taking of the Property by eminent domain, or (iii) the rents, royalties, issues, accounts and profits of the Property under leases, shall never be construed as altering in any manner any of the Agency's rights as determined by this SNHP Deed of Trust or impugning the priority of the Agency's lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of the Agency in the event that any court or judge shall at any time hold with respect to (i), (ii) or (iii) of this paragraph that notice of the Agency's priority of interest to be effective against a particular class of person, including without limitation the federal government or any subdivision or entity thereof, must be filed as provided for in the Uniform Commercial Code.

5.14 Remedies Cumulative. No remedy herein contained or conferred upon the Agency or Trustee is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the Agency or Trustee but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

5.15 Successors, Assigns, Gender, Number. The covenants and agreements herein contained shall bind, and the benefit and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular

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number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

5.16 Headings. The headings are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this SNHP Deed of Trust, or of any particular provision thereof, or the proper construction thereof.

5.17 Actions on Behalf of the Agency. Except as otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by the Agency is required or permitted under this SNHP Deed of Trust, such action shall be in writing.

5.18 Terms. The words “the Agency” means the California Housing Finance Agency, or any future owner or holder, including pledgee, of the indebtedness secured hereby.

5.19 Obligations of Borrower. If more than one person has executed this SNHP Deed of Trust as “Borrower,” the obligations of all such persons hereunder shall be joint and several.

5.20 Three Year Tax Credit Period. In the event that the Agency were to take ownership of the Property, the Agency shall comply with the three (3) year extended use requirement, if this Property was assisted by Federal Tax Credits and it has been determined that IRS Code Section 42(h)(6)(E)(ii) is applicable to the Agency.

5.21 Miscellaneous Provisions.

(a) Beneficiary Statement. The Agency shall charge a fee for furnishing the statement in accordance with California Civil Code Section 2943.

(b) Severability. If any provision of this SNHP Deed of Trust shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

(c) Indemnification. Borrower shall indemnify and hold the Agency, its officers and agents, harmless against any and all losses, claims, demands, penalties and liabilities which the Agency, its officers or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this SNHP Deed of Trust and not assert any claim against the Agency, its officers or agents by reason of any action so taken or omitted. Borrower shall, at Borrower's expense, defend, indemnify, save and hold the Agency, its officers and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this SNHP Deed of Trust. Borrower shall pay the Agency upon demand all claims, judgments, damages, losses or expenses (including reasonable legal expense) incurred by the Agency as a result of any legal action arising out of this SNHP Deed of Trust. Notwithstanding the foregoing, the Borrower shall not be obligated to

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indemnify the Agency against loss resulting from the gross negligence or willful misconduct of the Agency.

(d) Estoppel Certificate. When requested by the Agency, from time to time, the Borrower shall execute an estoppel certificate in favor of the Agency, which certificate shall certify as to the absence of any default by the Agency in the performance of its obligations hereunder or, if any such defaults exist, their existence as of the date of the certificate.

(e) Set-off. Borrower shall not, under any circumstances, fail or delay to perform (or resist the enforcement of) any of its obligations to the Agency in connection with this SNHP Deed of Trust or any other contract, note or instrument executed by Borrower in favor of the Agency because of any alleged offsetting claim or cause of action against the Agency (or any indebtedness or obligation of the Agency) which has not been confirmed in a final judgment of a court of competent jurisdiction (sustained on appeal, if any) against the Agency. Borrower hereby waives any such rights of set-off (or offset) which it might otherwise have with respect to any such claims or causes of action against the Agency or any such obligations or indebtedness of the Agency, unless and until such right of set-off (or offset) is confirmed and liquidated by such final judgment. Borrower further waives any right which it might otherwise have (if any) to require a marshalling of any security of the Agency, or to direct the order in which the Agency pursues its rights or remedies with respect to any of its security.

5.22 Priority. This SNHP Deed of Trust, regardless of order of recordation, is junior and subordinate to the SNHP Regulatory Agreement recorded contemporaneously herewith.

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IN WITNESS WHEREOF, Borrower has executed this SNHP Deed of Trust on the day and year set forth above. If a mailing address is set forth opposite its signature below, and not otherwise, Borrower shall be deemed to have requested that a copy of any notice of default and of any notice of sale hereunder be mailed to it at such address.

MAILING ADDRESS FOR NOTICES

Agency: Office of General Counsel
California Housing Finance Agency
500 Capitol Mall, Suite 1400
Sacramento, California 95814

Provided, that for purposes of all statutory notice requirements under California law, notice to Borrower alone shall be sufficient.

BORROWER:

By: ***DRAFT – Do Not Execute*** Address:
Name: _____
Title: _____

ACKNOWLEDGEMENTS

Exhibit A – Legal Description

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Exhibit A

Legal Description

ACKNOWLEDGEMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

ACKNOWLEDGEMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)